SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Office of the Homeowners' Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

MARGARET W. BUSSE
Executive Director

ERIN RIDER
Division Director

ADVISORY OPINION NO. 2026-19

Applicant Name:	Evan Levine
Association Name:	Canyon Crossing Condominium Owners Association
Association Type:	Condominium Association
Governing Statutes:	Utah Condominium Ownership Act Utah Revised Nonprofit Corporation Act
Advisory Opinion Date:	

LEGEND OF DEFINED TERMS

Association	Canyon Crossing Condominium Owners Association
CC&Rs	Declaration of Condominium of Canyon Crossing Condominiums, dated December 8, 1998, as subsequently amended
Board	Board of Trustees
Governing Documents	The Declaration (CC&Rs), Bylaws, and Rules/Policies of the Association
Mr. Levine	Evan Levine
Office	Office of the Homeowners' Association Ombudsman

Summaries of each legal question are included at the start of each section. These summaries aim to provide a clear and straightforward answer to the question and should be read in conjunction with the complete analysis.

INTRODUCTION & BACKGROUND FACTS

A dispute has arisen between Mr. Levine and the Association regarding the financial responsibility for property damage and mitigation costs following a water leak at Mr. Levine's home in February 2026. Mr. Levine asserts that the leak originated from a utility stack located beneath the subfloor—an area he classifies as a common area—and that the Association is liable for the costs of emergency cleanup, structural restoration, and the replacement of a water heater damaged during the mitigation process. In contrast, the Association maintains that the leak occurred within the unit's interior boundaries, making the repairs the owner's responsibility. The Association holds that its obligations have been met and that it bears no liability for the owner's costs of restoring the property.[1] The material facts and timeline, as presented to the Office, are as follows:

- In 2016, Mr. Levine purchased his home within the Association.
- On August 5, 2025, Mr. Levine sent a letter to the Association regarding water intrusion and liability.
- On February 16, 2026, an active water leak was discovered emerging from the floor of Mr. Levine's home. Upon discovery of the leak, Mr. Levine notified the Association, which stated that the responsibility for the situation rested with Mr. Levine.
- That same day, February 16, 2026, Mr. Levine submitted his request for an Advisory Opinion to the Office.
- On February 17, 2026, Mr. Levine entered into a Disaster Cleanup Agreement with All Pro Services for water extraction, demolition, and emergency mitigation. All Pro Services commenced moisture inspections and issued an invoice for $2,105.25.
- On February 18, 2026, the Association directed Mr. Levine to hire a plumber. Professional excavation of the area revealed that the point of origin was a copper water line within a utility stack serving building-wide domestic water and the building's fire suppression system located beneath Mr. Levine's unit.
- Between February 19 and March 5, 2026, All Pro Services performed ongoing mitigation at Mr. Levine's home, including moisture readings, water extraction, dehumidification, and the removal of the affected subfloor.
- On March 3, 2026, Any Hour Services moved the unit's water heater, water softener, and carbon backwash system to provide All Pro Services with access to facilitate moisture mitigation. Mr. Levine paid $2,008.00 for this service.
- Between March 8 and 9, 2026, All Pro Services produced a formal mitigation estimate and a repair estimate. The cost for structural restoration, specifically the subfloor and drywall, was estimated at $2,375.61.
- Between March 9 and 10, 2026, Team Cheever Plumbing & HVAC replaced the 75-gallon water heater in Mr. Levine's home, which had been removed during mitigation and failed to function upon reinstallation. Mr. Levine was invoiced $9,420.00 for the replacement.

[1] Mr. Levine also raises allegations related to the Association's failure to address long-standing drainage issues and common area maintenance surrounding his home. However, these issues were known or should have been known to Mr. Levine more than one year before he submitted his request for an advisory opinion to the Office. As such, the Office lacks jurisdiction to address these allegations under Utah Code § 13-79-104(2)(a)(iii).

Office of the Homeowners' Association Ombudsman
Heber M. Wells Building • 160 East 300 South • SM Box 146701 Salt Lake City, UT, 84114-6701
hoa.utah.gov • email: hoaoffice@utah.gov

- Mr. Levine's insurance has paid for all remediation and mitigation services related to the water leak.

Since the dispute remains unresolved, the Office issues this Advisory Opinion pursuant to Utah Code § 13-79-104.

Office of the Homeowners' Association Ombudsman
Heber M. Wells Building • 160 East 300 South • SM Box 146701 Salt Lake City, UT, 84114-6701
hoa.utah.gov • email: hoaoffice@utah.gov

ANALYSIS OF QUESTIONS PRESENTED & GOVERNING LEGAL PRINCIPLES

This dispute raises the following legal question for the Office: (1) Who is responsible for the repair costs of a home, and how are those costs paid for?

1. Who is Responsible for the Repair Costs of a Home, and How are Those Costs Paid For?

Summary: Under Utah law, a condominium association must maintain insurance covering all physical structures, including individual units, and the association's policy must serve as the primary coverage for any loss, with the individual homeowner responsible for paying the association's deductible. In this matter, the central dispute was whether the Association or Mr. Levine was responsible for the costs arising from a broken pipe in a common-area utility stack that caused water damage to Mr. Levine's unit. Because the pipe was located in a common area and served multiple units within the Association, the Association is required to pay for its repair, as well as any insurance payments made under Mr. Levine's personal policy that should have been covered under the Association's policy instead. However, the costs Mr. Levine incurred to diagnose the underlying problem are considered part of his own efforts to protect his home, and the Association is not required to reimburse him for those expenses.

General Legal Principle: Utah Code § 57-8-7(7) provides that an association is "responsible for the maintenance, repair, and replacement of common areas and facilities, and a unit owner is responsible for the maintenance, repair, and replacement of the unit owner's unit." Utah Code § 57-8-43(3)(a) requires an association to maintain "blanket property insurance or guaranteed replacement cost insurance on the physical structures in the condominium project, including common areas and facilities, limited common areas and facilities, and units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils." Under Utah Code § 57-8-43(9)(b), "the total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies." This coverage, under Utah Code § 57-8-43(9)(c) must also "include coverage for any fixture, improvement, or betterment installed at any time to a unit or to a limited common area associated with a unit, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a unit or to a limited common element associated with a unit."

In the event of a loss, whether common area or private property, Utah Code § 57-8-43(9)(f) requires that the association's policy be the primary coverage and that the individual homeowner is responsible for the association's deductible. Under Utah Code § 57-8-43(9)(g)(ii), the amount of the deductible the individual homeowner is responsible for paying is determined by "applying the unit damage percentage for that unit to the amount of the deductible under the property insurance policy of the association." In the event the homeowner does not pay the required portion of the deductible within 30 days of substantial completion of the repairs, Utah Code § 57-8-43(9)(g)(iii) allows an association to impose that amount against the homeowner as an assessment.

Application to Matter: In this matter, Mr. Levine argues that, because the underlying cause of the water intrusion is a broken common water line, the Association is responsible for the payments associated with its repair and the mitigation of the damage to Mr. Levine's home. The Association contends that, because the issues have ultimately been resolved through insurance, there are no further obligations associated with the broken water line. There is no dispute between the parties that the underlying issue was caused by a water line in a common-area utility stack; rather, the dispute concerns who is responsible for paying to address it and the resulting remediation efforts. Under Utah Code § 57-8-43, the Association is required to maintain insurance to address losses and damage that occur within the Association; however, it is not the Association itself that pays the deductible related to insurance claims made under that policy. While Mr. Levine used his insurance policy to address the remediation of the damages caused by the common-area water leak, the payment obligation for the repair and remediation of his home was his to bear. Additionally, as discussed in further detail in Advisory Opinion 2026-04, the costs associated with identifying the underlying issue are fundamentally linked to Mr. Levine's efforts to mitigate damage to his home, and therefore, the Association is not obligated to reimburse Mr. Levine for costs associated with diagnosing the underlying problem. However, the fact that Mr. Levine is required to pay the deductible for remediation of the damage to his home does not mean the Association has no responsibility in the overall situation. Indeed, Utah Code § 57-8-7(7) requires the Association to maintain, repair, and replace the common areas, including the broken pipe in the common-area stack. Therefore, the Association is obligated to pay the costs of repairing the common-area water leak, including reimbursing Mr. Levine for any portion of the deductible or repairs he incurred for those repairs that should have been apportioned to the Association as outlined in Utah Code § 57-8-43(9)(g).

Office of the Homeowners' Association Ombudsman
Heber M. Wells Building • 160 East 300 South • SM Box 146701 Salt Lake City, UT, 84114-6701
hoa.utah.gov • email: hoaoffice@utah.gov

Conclusion

Based on the information provided by the parties and the governing Utah statutes, the Office concludes as follows:

1. **Repair Costs:** The central dispute was whether the Association or Mr. Levine was responsible for the costs arising from a broken pipe in a common-area utility stack that caused water damage to Mr. Levine's unit. Because the pipe was located in a common area and served multiple units within the Association, the Association is required to pay for its repair, as well as any insurance payments made under Mr. Levine's personal policy that should have been covered under the Association's policy instead. However, the costs Mr. Levine incurred to diagnose the underlying problem are considered part of his own efforts to protect his home, and the Association is not required to reimburse him for those expenses.

Erin Rider (May 18, 2026 13:27:12 MDT)

Erin Rider
Director

Office of the Homeowners' Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

Office of the Homeowners' Association Ombudsman
Heber M. Wells Building • 160 East 300 South • SM Box 146701 Salt Lake City, UT, 84114-6701
hoa.utah.gov • email: hoaoffice@utah.gov

INFORMATION REGARDING ADVISORY OPINIONS

This document is an Advisory Opinion issued by the Office of the Homeowners' Association Ombudsman as an alternative dispute resolution method pursuant to Utah Code § 13-79-104. The Office's jurisdiction is limited to alleged violations of state statutes, as outlined in Utah Code § 13-79-103 and Utah Code § 13-79-104. The opinions here are based on a review of the specific facts provided and may not correspond with outcomes in other cases where circumstances or laws differ. This opinion is not legal advice, does not establish an attorney-client relationship, and does not represent the official views of the State of Utah or the Department of Commerce. All parties are encouraged to seek legal counsel to protect their interests.

While this Advisory Opinion is not legally binding on any party, it could have potential consequences if the matter proceeds to litigation. Under Utah law, the opinion and related findings are not admissible as evidence in court, except for the specific purpose of evaluating attorney fees and costs. If a cause of action discussed in this opinion is litigated and resolved according to it, the prevailing party may recover reasonable attorney fees and court costs incurred from the date this opinion was issued. A court may also impose a civil penalty if it finds that the opposing party knowingly and intentionally violated the law. The decision to grant such awards rests within the court's discretion.

NOTICE TO ASSOCIATIONS

Condominium Associations must register with the Department of Commerce through the Office of the Homeowners' Association Ombudsman under Utah Code § 57-8-13.1, and Community Associations must register under Utah Code § 57-8a-105. Due to an updated registration system, any association that registered prior to September 2025 is required to complete a new registration, regardless of whether they have previously registered with the Department of Commerce. All associations must also renew their registration annually. Information about this process and the registration application is available at https://commerce.utah.gov/hoa/new-registration/.

Office of the Homeowners' Association Ombudsman
Heber M. Wells Building • 160 East 300 South • SM Box 146701 Salt Lake City, UT, 84114-6701
hoa.utah.gov • email: hoaoffice@utah.gov